



## **Request for Proposal**

The **Department of Planning (PPP Cell), Government of Arunachal Pradesh, Itanagar** has decided to develop following projects under Public Private Partnership mode:

1. Integrated Check Post at Banderdewa in Arunachal Pradesh
2. Integrated Check Post at Hollongi in Arunachal Pradesh.

The **Department of Planning(PPP Cell), Government of Arunachal Pradesh** invites Proposal from reputed consultancy firms for preparation of Techno-Financial Feasibility Report and Bid Process Management including preparation of Concession Agreement and project supervision during execution for developing these projects under PPP mode

The following shall be the eligibility criteria for submitting the RFP/Bid document.

The Companies should have

1. Minimum of 5(five) years of consultancy experience.
2. A minimum average turn over of INR 10.00 crores per annum for Consultancy services over the last three years.
3. Strong consulting and evaluation team with at least 10 dedicated individuals from diversified backgrounds.
4. Sound experience in consultancy work for infrastructure projects under PPP.
5. Experience in consultancy for PPP infrastructure.
6. Experience in preparation of Techno-Commercial Feasibility Reports for Infrastructure projects having a value of not less than Rs.25.00 Crores each.

Consulting companies interested in the above consultancy works and meeting the criteria may submit the following :

1. Application form on or before 11/03/2013
2. Request for Proposal/Bid Document on or before 25/03/2013

The Application Form and RFP/Bid Document may be downloaded from the home page of our official website [www.arunachalplan.in](http://www.arunachalplan.in) and be submitted to the Director (PPP), Government of Arunachal Pradesh, Itanagar-791111, Ph : 0360-2212304, Fax : 0360 – 2291354, mobile: 09402275045 or 09436045851 on or before the dates mentioned above.

Sd/-  
(Ankur Garg) IAS,  
Secretary, Planning,  
Government of Arunachal Pradesh,  
Itanagar.

**Application form to express interest for the consultancy work of preparation of Techno-Financial Feasibility Report, Bid Process Management and Project Supervision for the PPP projects in Arunachal Pradesh:**

1. Name of the firm :
  
2. If it is a consortium the lead member for this consultancy :
  
3. Postal address of the firm :
  
4. Ph. No., Fax. No. and email :
  
5. Year of establishment :
  
6. No. of years in the consultancy field :
  
7. Turnover for the last three years :   2012-13  
  2011-12  
  2010-11
  
8. Name telephone no/email of contact person for the assignment :
  
9. No. of Employees with details :
  
10. Details of Infrastructure projects handled : (please enclose separate sheet)
  
11. Details of PPP project handled : (please enclose separate sheet)

**Declaration**

The details furnished above are true and hereby we express our interest to undertake the consultancy work for the PPP projects in Arunachal Pradesh.

Signature of the authorized representative

Name :

Designation :



**GOVERNMENT OF ARUNACHAL PRADESH  
DEPARTMENT OF PLANNING (PPP CELL)**

**REQUEST FOR PROPOSAL  
(BID DOCUMENT)**

Selection of consultant for  
Preparation of Techno-Financial Feasibility report  
& Bid Process Management  
For

**Construction of Integrated Check Posts  
under PPP mode  
IN ARUNACHAL PRADESH**

Date : 22.02.2013

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## **1. Background of the proposal**

1.1 Public Private Partnership (PPP) is emerging as a powerful vehicle for economic growth all over the world. It is becoming increasingly acknowledged and applied throughout the world as an efficient and effective means to develop public infrastructure and or deliver public services. Creating infrastructure under PPP mode would boost the economy of the State. The PPP projects are based on a contract or concession agreement between a Government or Statutory entity on the one side and private sector company on the other side, for delivering and infrastructure service on payment of user charges. These are done by bringing private sector management, funding, know-how into public sector.

1.2 Therefore, the **Department of Planning(PPP Cell), Government of Arunachal Pradesh** hereinafter referred as "**AUTHORITY**" has decided to undertake following projects under Public private partnership (PPP) mode :

1. Integrated Check Post at Banderdewa in Arunachal Pradesh
2. Integrated Check Post at Hollongi in Arunachal Pradesh.

1.3 With a view to inviting bids for the Projects, the Authority has decided to conduct a feasibility study for determining the technical feasibility and financial viability of the Projects. If found technically feasible and financially viable, the Projects may be awarded to a private entity (the "**Concessionaire**") selected through a competitive bidding process. The Project would be implemented in accordance with the terms and conditions stated in the concession agreement to be entered into between the Authority and the Concessionaire (the "**Concession Agreement**").

1.4 In pursuance of the above, the Authority has decided to carry out the process for selection of a Consultant for preparation of Techno-Financial Feasibility Report and Bid Process Management including preparation of Concession Agreement and project supervision during the execution in accordance with the Terms of Reference specified at Schedule-1 (the "**TOR**").

1.5 The Project Brief and site location is provided in the Annexure-I

### **1.6. Request for Proposal**

The Authority invites Proposals (the "**Proposals**") for selection of a Consultant(the "**Consultant**") those are fulfilling the following criteria and who has expertise in the field of preparation of Techno-Feasibility Report and Bid Process Management for development of the Project in conformity with the TOR With the following qualifications :

1. Company with minimum of five years of consultancy experience.
2. Company with a minimum average turn over of INR 10 crores per annum in the consultancy services over the last three years.
3. Company with a strong consulting and evaluation team with at least 10

dedicated individuals from diversified backgrounds.

4. The Company with sound experience on the consultancy work in infrastructure projects under PPP.
5. The Company with experience in consultancy on tourism projects.
6. The Company with experience in preparation of Techno-Commercial Feasibility Report for the infrastructure project not less than Rs.25.00crores.
7. Consultancy experience in PPP infrastructure, Agriculture & Allied sector, Project Financing, Marketing Analysis, etc.

## **2. DISCLAIMER**

2.1. The information contained in this Request for Proposal document ("**RFP**") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

2.2. This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of the RFP is to provide information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each and every party who reads or uses this RFP. The information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the information contained in this RFP and obtain independent advice from appropriate sources.

2.3. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

2.4. The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

2.5. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

### **3. INSTRUCTIONS TO APPLICANTS**

#### **A. GENERAL**

##### **3.1. Scope of Proposal:**

3.1.1. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

3.1.2. The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at **Schedule 2** and the Financial Proposal shall be submitted in the form at **Schedule 3**. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at **Schedule-4**.

##### **3.2. Due diligence by Applicants:**

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site(s), sending written queries to the Authority on the date and time specified in Clause 3.7.

##### **3.3. Validity of the Proposal:**

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the "**PDD**" 25/03/2013).

### 3.4. Key Personnel

<b>Key Personnel</b>	<b>Team Leader</b>
Educational Qualification	M. Tech or CA or MBA or Graduate in law
Essential Experience	He/She should have sound experience in leading project teams have an overall view and perspective of project and experience in infrastructure project
Job responsibilities	He/ She will lead, coordinate and supervise the multi-disciplinary team, will guide the team in arriving at solutions within the constraint specified in the TOR. Assisting the Authority in all matters related to the project.
<b>Key personnel</b>	<b>Financial Analyst</b>
Education Qualification	MBA (Finance) or Chartered Accountant or post Graduate in Commerce or Equivalent.
Essential Experience	5 years in financial analysis and modelling/structuring of infrastructure projects, especially in PPP model.
Job responsibilities	He/She will be responsible for financial analysis and Revenue modelling of the project and preparation of bid documents. Assisting the Authority during the selection of investor.
<b>Key Personnel</b>	<b>Legal Advisor</b>
Educational Qualification	Graduate in law
Essential Experience	Minimum 5 years experience in legal Advisory services relating to infrastructure projects, especially in PPP model.
Job responsibilities	He/ She will be responsible for preparation of bid documents, drafting the Concession Agreement for the Project.
<b>Key Personnel</b>	<b>Engineer/ Architect.</b>
Educational Qualification	Graduate in Civil Engineering or Architecture
Essential experience	Minimum 5 years experience in analyzing site condition, infrastructure planning and designing of infrastructure requirement and support services.
Job responsibilities	He/She will be responsible for preliminary designing and layout planning and preparation of indicative Bill of Quantity.
<b>Key Personnel</b>	<b>Surveyor</b>
Educational Qualification	Degree/ Diploma Civil Engineering or equivalent
Essential Experience	Minimum 3 years experience in surveys in infrastructure projects
Job responsibilities	He/ She will be responsible for all kind of surveys i.e contour, topography, soil test and any other surveys/ investigations required for the projects.



### 3.5. Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the "**Selection Process**") in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in clause 4.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the next stage, a financial evaluation will be carried out as specified in clause 4.2. Proposals will finally be ranked L1, L2 and so on according to their financial scores as specified in Clause 4.3. The L1 (Lowest bidder) Applicant shall be selected for negotiation (the "**Selected Applicant**") while the L2(second lowest bidder) Applicant will be kept in reserve. In case of non willingness of L1, the L2 will be invited for negotiation and the contract will pass on to L2 and so on.

### 3.6. Currency conversion rate and payment

3.6.1. For the purposes of technical evaluation of Applicants, [Rs. 50] per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily exchange rates.

3.6.2. All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

### 3.7. Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

SI No.	Event Description	Estimate date
1.	Last date for receiving queries/ clarifications	10 days prior to PDD (15/03/2013)
2.	Pre bid Meet	1 week from PDD 18/03/2013
3.	Proposal Due Date or PDD	25/03/2013
4	Letter of Award (LOA)	15 days after PDD
5.	Signing of Agreement	Without 10 days of LOA
6.	Starting the consultancy work	Within 15 days of signing of agreement.

### 3.8. Communications

All communications including the submission of Proposal should be addressed to:

#### The Director

**PPP, Planning Department, Itanagar-791111**

Government of Arunachal Pradesh

Ph : 0360-2212304(o)

Fax : 0360 – 2291354

Mobile : 09402275045 or 09436045851

Email : [chombay\\_2000@yahoo.com](mailto:chombay_2000@yahoo.com) or [tabehaidar@gmail.com](mailto:tabehaidar@gmail.com)

### **3.9. Number of Proposals**

No Applicant or its Associate shall submit more than one Application for the Consultancy for a project. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

### **3.10. Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

### **3.11. Right to reject any or all Proposals**

Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant.

## **B. DOCUMENTS**

### **3.12. Contents of the RFP**

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum/Amendment issued in accordance with Clause 3.14.

### **Request for Proposal**

1. Introduction & Background
2. Instructions to Applicants
3. Criteria for Evaluation
4. Project brief. (Annexure-I)

### **Schedules**

- 1 Terms of Reference and Scope of Work
2. Technical Proposal

- Form 1 : Letter of Proposal
- Form 2 : Abstract of the assignment of the Applicant.
- Form 3 : Proposed Methodology and Work Plan
- Form 4 : Particulars of Key Personnel
- Form 5 : CV of Key Personnel
- Form 6 : Eligible Assignment of Key Personnel.
- Form 7 : Deployment of Personnel

### 3. Financial Proposal

Form 1 : Covering Letter  
Form 2 : Financial Proposal

### 4. Form of Agreement

#### **3.13. Clarifications**

Applicants requiring any clarification on the RFP may send their queries to the Authority in writing before the Proposal Due Date (PDD)

#### **3.14. Amendment of RFP**

At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and by conveying the same to the prospective Applicants by fax or e-mail. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

### **C. PREPARATION AND SUBMISSION OF PROPOSAL**

#### **3.15. Language**

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

#### **3.16. Format and signing of Proposal**

3.16.1. The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

3.16.2. The Proposal shall be typed and signed by the authorised signatory of the Applicant who shall initial each page. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initiated by the person(s) signing the Proposal.

3.16.3. Applicants should note the Proposal Due Date, as specified in Clause 3.7, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in

### **3.17. Technical Proposal**

3.17.1. Applicants shall submit the technical proposal in the formats at Schedule-2 (the "**Technical Proposal**").

3.17.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) All forms are submitted in the prescribed formats and signed by the authorized signatories;
- (b) CVs of all Professional Personnel have been included;
- (c) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 3.4 of the RFP;
- (d) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (e) Professional Personnel proposed have good working knowledge of English language;
- (f) Key Personnel would be available for the period indicated in the TOR;
- (g) No Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal.

3.17.3. Failure to comply with the requirements spelt out in this Clause 3.17.2 shall make the Proposal liable to be rejected.

3.17.4. If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be permanently debarred for any future assignment of the Authority. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

3.17.5. The Technical Proposal shall not include any financial information relating to the Financial Proposal.

3.17.6. The proposed team shall be composed of experts and specialists (the "**Professional Personnel**") in their respective areas of expertise and managerial/support staff (the "**Support Personnel**") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 3.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted.

3.17.7. An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

3.17.8. The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP.

### **3.18. Financial Proposal**

3.18.1 Applicants shall submit the financial proposal in the formats at Schedule-3 (the "**Financial Proposal**") clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

3.18.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, all kind of surveys, preparation of 3D walkthrough etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be finally binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities.
- (iii) Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (iv) Costs shall be expressed in INR.

### **3.19. Submission of Proposal**

3.19.1. The Applicants shall submit the Proposal in bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of the RFP.

3.19.2. The Proposal should be sealed in an outer envelope which will bear the address of the Authority, as indicated at Clauses 3.8 and the name and address of the Applicant. It shall bear on top, "Do not open, except in presence of the Authorised Person of the Authority". **The name of the work "Consultancy for Construction of Integrated Check Posts under PPP mode in Arunachal Pradesh" shall also be inserted on top of the envelope.**

3.19.3. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

3.19.4. The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked '**Technical Proposal**' and the other clearly marked '**Financial Proposal**'. Both the proposals shall contain the documents as mentioned in Clause 3.12

### **3.20. Proposal Due Date**

3.20.1. Proposal should be submitted at or before **1100 hrs on the Proposal Due Date** specified at Clause 3.7 at the address provided in Clause 3.8 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the Authority.

3.20.2. The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 3.14 uniformly for all Applicants.

### **3.21. Late Proposals**

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

### **3.22. Modification/ substitution/ withdrawal of Proposals**

3.22.1. The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.

3.22.2. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

3.22.3. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, shall be disregarded unless the same has been expressly sought for by the Authority.

## **D. EVALUATION PROCESS**

### **3.23 Evaluation of Proposals**

3.23.1. The Authority shall open the Proposals at a time duly announced on the Proposal Due Date, at the place specified in Clause 3.8 and in the presence of the Applicants who choose to attend. The envelopes marked "**Technical Proposal**" shall be opened first. The envelopes marked "**Financial Proposal**" shall be kept sealed for opening at a later date.

3.23.2. Proposals for which a notice of withdrawal has been submitted shall not be opened.

3.23.3. Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

(a) the Technical Proposal is received on or before Proposal Due Date

(b) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 3.19

(c) it contains all the information (complete in all respects) as requested in the RFP;

3.23.4. The Authority reserves the right to reject any Proposal which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

3.23.5. The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process and the criteria set out in this RFP.

3.23.6. After the technical evaluation, the Authority shall prepare a list of prequalified and shortlisted Applicants in terms of for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 4.2 & 4.3.

3.27.7. Applicants are advised that Selection will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

3.28.8. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

### **3.24. Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

### **3.25. Clarifications**

3.25.1. A pre bid meeting is fixed by the Authority on **18/03/2013 at 11.00 a.m** at PPP Cell Department of Planning, Itanagar, Arunachal Pradesh

3.25.2. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

3.25.3. If an Applicant does not provide clarifications sought under Clause 3.25.4 Above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **E. APPOINTMENT OF CONSULTANT**

### **3.26. Negotiations**

3.26.1. The Selected Applicant may, if necessary, be invited for negotiations. The negotiations may not be particularly for reducing the price of the Proposal, but also for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations.

### **3.27. Substitution of Key Personnel**

3.27.1. The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

3.27.2. The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health.

### **3.28. Indemnity**

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding **10%** of the each stage payment for any direct loss or damage that is caused due to any deficiency in services.

### **3.29. Award of Consultancy**

After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 10(ten) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, and the next highest ranking Applicant may be considered.

### **3.30. Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 3.7. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

### **3.31. Commencement of assignment**

The Consultant shall commence the Services at the Project site within 15 (fifteen)days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified



in Clause 3.29 or commence the assignment as specified herein, the Authority may invite the second rank i.e. L2 Applicant for negotiations.

### 3.32. Proprietary data

Subject to the provisions of Clause 3.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

## 4. CRITERIA FOR EVALUATION

### 4.1 Evaluation of Technical Proposals

4.1.1. In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).

4.1.2. The scoring criteria to be used for evaluation shall be as follows.

SL.NO	Parameter	Maximum Mark	Criteria
1.	Relevant Experience of the Applicant	25	The marks shall be awarded for the number of Eligible Assignment (Ref. Clause 4.1.3) undertaken by the application firm and the comparative size of eligible Assignment overall turnover of the firm.
2.	Proposed Methodology and Work Plan	5	Evaluation will be based on the quality of submissions and their methodology and work plan.
3.	Relevant experience of the Key personnel  Team Leader Financial Analyst Legal Advisor Engineer/ Architect Surveyor	70  (25 Marks) (15 Marks) (15 Marks) (15 Marks)	The marks for each Key personal shall be awarded for the number of Eligible the Assignment (Reg. Clause 4.1.3) the respective Key Personal has worked on the Comparative size of Eligible Assignment and other similar work in infrastructure sectors

#### **4.1.3. Eligible Assignment –**

4.1.3.1 For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/consultancy assignments in respect of preparation of techno-financial feasibility report and/or detailed project report including engineering surveys, layout plan, market assessment, social and environmental assessment and bid process management, for the infrastructure project under PPP having an estimated capital cost (excluding land) of at least Rs. 20 crores in case of a project in India, shall be deemed as eligible assignments.

4.1.3.2 Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs.10 lakhs for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD.

**4.1.4.** Of the Applicants ranked as aforesaid, not more than five shall be prequalified and shortlisted for financial evaluation in the second stage. However, if the number of such prequalified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 70 points.

#### **4.2 Evaluation of Financial Proposal**

4.2.1. In the second stage, the financial evaluation will be carried out as per Clause 4.2. Each Financial Proposal will be assigned a financial score (SF).

4.2.2. Only, the financial bid of those applicants, which are pre-qualified as per Clause 4.1 will be opened. Totally 100 marks are assigned for evaluation of financial bid. The total cost indicated in the financial proposal should be considered for the purpose of financial evaluation. The lowest financial proposal will be given a financial score of 100 marks.

#### **4.3. Final evaluation**

4.3.1. Proposals will finally be ranked according to their financial scores as follows:

**L1 (The Lowest), L2 (the second lowest), L3(the third lowest), so on.**

4.3.2. The lowest bidder shall be selected and ranked L1 . The second lowest bidder shall be ranked L2. The L2 shall be kept in reserve and may be invited for negotiations in case the L1 withdraws, or fails to comply with the requirements.

# SCHEDULE - 1

## Consultancy for Preparation of Techno-Financial Feasibility report & Bid Process Management For PPP Projects in Arunachal Pradesh

### Terms of Reference

#### 1. OBJECTIVE

1.1 Public Private Partnership (PPP) is emerging as the a powerful vehicle for economic growth all over the world. It is becoming increasingly acknowledged and applied throughout the world as an efficient and effective means to develop public infrastructure and or deliver public services. Creating infrastructure under PPP mode would boost the economy of the State. The PPP projects shall be based on a contract or concession agreement between a Government of Arunachal Pradesh on the one side and private sector company on the other side, for delivering and infrastructure service on payment of user charges. These shall be done by bringing private sector management, funding, know-how into public sector.

1.2 Therefore, the **Department of Planning(PPP Cell), Government of Arunachal Pradesh** hereinafter referred as "**AUTHORITY**" has decided to undertake following projects under Public private partnership (PPP) mode :

1. Integrated Check Post at Banderdewa in Arunachal Pradesh
2. Integrated Check Post at Hollongi in Arunachal Pradesh.

1.3 With a view to inviting bids for the Projects, the Authority has decided to conduct a feasibility study for determining the technical feasibility and financial viability of the Projects. If found technically feasible and financially viable, the Projects may be awarded to a private entity (the "**Concessionaire**") selected through a competitive bidding process. The Project would be implemented in accordance with the terms and conditions stated in the concession agreement to be entered into between the Authority and the Concessionaire (the "**Concession Agreement**").

1.4 In pursuance of the above, the Authority has decided to carry out the process for selection of a Consultant for preparation of Techno-Financial Feasibility Report and Bid Process Management including preparation of Concession Agreement and project supervision during the execution in accordance with the Terms of Reference specified below (the "**TOR**").

1.5 **The land for proposed projects under PPP mode shall be made available to the selected developer/investor. The concession period and model to be decided by the Government of Arunachal Pradesh on the study by the consultant.** The Authority proposes to develop the project with a good revenue generating mechanism. Hence, it need a strong Feasible Report

which has well structured components of Market Studies, Demand Assessment and Long Term Financial Viability projections, the Business and Revenue Model, Legal Framework and Partnership structure that would give the Government the best advantage from its property and a potential investor, a financially viable project with good returns justifying the risk. Finally there should be tangible benefit for the concerned department and public at large.

## **2. SCOPE OF WORK FOR THE PROJECT**

2.1 The objective of the study is to assess the project site and selecting a suitable model and assess the financial viability of the project. The report should be the complete description of the each model in terms of technical, revenue, demand and other inputs.

2.2 The Scope of Services shall comprise of the following, but not limited:

### **2.3 Technical Feasibility :**

- \* Understanding of the Site including
  - Site Investigation and Surveys
  - Contour, topography, soil test and any their investigation/surveys required for the project/work.
  - SWOT Analysis.
  - Suitability for development of the facilities,
  - Study on raw materials supply
- \* Market Assessment
- \* Demand Analysis
- \* Suggested Product Mix
- \* Requirement/Support services for the project.
- \* Preliminary project designing and layout planning
- \* Preliminary cost estimate
- \* Environmental/CRZ issues with the project.
- \* Disaster Management
- \* Project Management Systems

### **2.4 Financial Feasibility**

Detailed financial analysis is required to be undertaken by the Consultant. The Consultant shall provide the estimated construction costs, operation and maintenance costs, traffic forecast, revenue etc. as part of its financial analysis and appraisal of the Project.

- \* Mode of Finance
- \* Estimates of Revenue, Capital Cost and Operating Cost over a concession period of 10 (ten) years, 15 (fifteen) years, 20 (twenty) years and 25 (twenty five) years respectively.
- \* Assessment of the financial viability of the Project with a view to estimating the likely IRR over a concession period of 10 (ten) years, 15 (fifteen) years, 20 (twenty) years and 25 (twenty five) years respectively.
- \* Analysing NPV for the project.

### **2.5 Bid Process Management**

- \* Preparation of RFQ and RFP for selection of investor
- \* Preparation of Concession Agreement/Licence Agreement and other

documents.

\* Assistance during the selection of investor for the project and preparation of answers to the queries of the bidders during the pre bid meet.

## 2.6 Project supervision during the implementation.

## 3. DELIVERABLES, TIME AND PAYMENT SCHEDULE

3.1. The total duration for preparation of the Feasibility Report shall be 15 (fifteen) weeks, excluding the time taken by the Authority in providing the requisite documents or in conveying its comments on the Draft Reports. The Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed.

3.2. The Consultant shall deliver 2 set of draft reports and 5 set of final reports.

3.3. On commencement of the Consultancy, the applicant shall submit an Inception Report. The Inception Report shall include the Consultant's submission towards understanding of the project and work plan. It shall also include the appreciation of the Site including suitability for development of the facilities.

3.4. Time schedule for important Deliverables of the Consultancy and the payment schedule linked to the specified Deliverables is given below:

SI No	Description of Deliverables	Time Schedule	% of Payment
<b>I. Techno- Financial Feasibility Report</b>			
1.	Inception Report	2 Weeks from the date of signing of Agreement.	25% of the total consultancy charges for preparation of final report.
2.	Pre- Feasibility Report	2 weeks from the date of approval of the authority for the Inception Report	50% of the total consultancy charges for preparation of final report, less amount already paid
3.	Draft Techno-Financial Feasibility Report.	2 weeks from the date of approval of the Authority for Pre- Feasibility Report.	75% of the total Consultancy charges for preparation of final report, less amount already paid
4.	Final Techno-Financial Feasibility Reports	2 weeks from the date of approval of the Authority for the draft DPR	100% of the total consultancy charges for preparation of final report, less amount already paid
	Total	8 week	

<b>II. Bid Process Management</b>			
5.	Request for Qualification, Request for Proposal with Concession Agreement	2 Weeks form the date of approval of the Authority	60% of the consultancy charges for bid process management and project supervision
6.	Assistance in selection process and project supervision.	40% of the consultancy charges for preparation of tender document and projects supervision. This will be paid after completion of the Project.	

**3.5. 10% of the amount released in each Stage except Stage 6 shall be deducted by the Authority as Security Deposit.**

**SCHEDULE - 2**  
**Consultancy for**  
**Preparation of Techno-Financial Feasibility report**  
**& Bid Process Management**  
**For construction of Integrated Check Posts under**  
**PPP mode in Arunachal Pradesh**

**TECHNICAL PROPOSAL**  
**(Technical Bid)**

**Form-1**  
**Letter of Proposal**  
(On Applicant's letter head)  
(Date and Reference)

To  
The Director(PPP),  
Department of Planning,  
Government of Arunachal Pradesh,  
Itanagar-791111.

**Sub: Appointment of Consultant for preparation of Techno-Financial Feasibility Report and Bid Process Management for construction of Integrated Check Posts under PPP mode in projects in Arunachal Pradesh "**

Dear Sir,

With reference to your RFP Document dated\_\_\_\_\_2012, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for preparation of Techno-Financial Feasibility Report and Bid Process Management for the following PPP projects in Arunachal Pradesh:

1. Integrated Check Post at Banderdewa in Arunachal Pradesh.
2. Integrated Check Posts at Hollongi in Arunachal Pradesh.

The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices are true and correct and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Projects.

4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.



7. I/We declare that:

(a) I/We have examined and have no reservations to the RFP Documents issued by the Authority;

(b) I/We do not have any conflict of interest in accordance with Clause 2.3 of The RFP Document;

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.

9. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

10. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.

11. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

12. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

13. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant / Lead Member)

**From 2**  
**Abstract of Eligible Assignments of the Applicant**  
**(Refer clause 4.1.3)**

<b>Sl.No</b>	<b>Name of the Project</b>	<b>Name of the Client</b>	<b>Estimated capital cost of project (Rs. in corers)</b>	<b>Payment of profession fee received by the Application(Rs. in Lakhs)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>

**Note :**

- The Applicant should provide details of only those projects that have been undertaken by it under its own name.
- Exchange rate should be taken Rs.50/- per USD for conversion of Rupees.
- The applicant may attach separate sheets to provide brief particulars of other relevant experience of the applicant.

**Certificate from the Auditor**

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/or the clients.

Signature

**Form-3**  
**Proposed Methodology and Work Plan**

The proposed methodology and work plan shall be described as follows:

**1. Understanding of TOR**

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

**2. Methodology and Work Plan**

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

**Form 4**  
**Particulars of Key Personnel**  
**Consultancy for remunerative/PPP projects :**

Sl. No	Key Personnel	Name	Education al Qualificati on	Length of Experience	Present employment		No. Of eligible assignments handled
					Name of the firm	Employed since	
1.	Team leader						
2.	Financial Analyst						
3.	Legal Advisor						
4.	Engineer/ Architect						
5.	Market Analyst						
6.	Surveyor						
7.	Expert in PPP projects as mentioned above						

**Form-5**  
**Curriculum Vitae (CV) of Key Personnel**

1. Proposed Position :
2. Name of Personnel :
3. Date of Birth :
4. Nationality :
5. Educational Qualifications :
6. Employment Record :  
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

<b>Sl.No</b>	<b>Name of the Project</b>	<b>Description of Responsibilities</b>

8. Details of the current assignment and the time duration for which services are required for the current assignment.

**Certification:**

1. I am willing to work on the Project and I will be available for entire Duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place ..... (Signature and name of the Key Personnel)

(Signature and name of the authorised signatory of the Applicant)

**Notes:**

Use separate form for each Key Personnel

**Form 6**  
**Eligible Assignment of Key Personnel**  
**(Refer Clause 4.1.3)**

Name of Key Personnel	
Designation of Key personnel	
Name of the Project	
Name of consulting firm where employed	
Description of service performed by the Key personnel( including designation)	
Name of Client and Address, Ph.No:(indicated whether public or private)	
Estimate Capital Cost of the Project (in Rs. crore or US million)	
Start date and finish date of the services( month/ year)	
Description of the project	
It is certified that the aforesaid information is true and correct to the best of my Knowledge and belief.	
(Signature and name of Key Personnel)	

**Note :**

1. Use separate sheet for each Eligible Project.
2. The applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

(Seal, Signature and name of the authorised signatory of the Applicant)

SCHEDULE - 3  
Consultancy for  
Preparation of Techno-Financial Feasibility report  
& Bid Process Management  
for Construction of Integrated Check Posts under  
PPP mode in Arunachal Pradesh

**FINANCIAL PROPOSAL  
(Financial Bid)**

Form-1  
**Covering Letter**  
(On Applicant's letter head)

(Date and Reference)

To,  
The Director(PPP),  
Department of Planning,  
Government of Arunachal Pradesh,  
Itanagar-791111

**Subject: Appointment of Consultant for preparation of Techno-Financial Feasibility Report and Bid Process Management for Construction of Integrated Check Posts under PPP mode in Arunachal Pradesh.**

Dear Sir

I/We, \_\_\_\_\_ (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for following PPP Projects in Arunachal Pradesh:

1. Integrated Check Post at Banderdewa in Arunachal Pradesh
2. Integrated Check Posts at Hollongi in Arunachal Pradesh.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)



**Form 2**  
**Financial Proposal for preparation of Techno-Financial Feasibility Report  
and Bid Process Management for the projects PPP Projects in Arunachal  
Pradesh**

<b>Cost of the consultancy fee preparation of Techno-Financial Feasibility report</b>	<b>Cost of the consultancy for Bid Process Management and Project Supervision</b>	<b>Total cost of the Consultancy</b>
(1)	(2)	(3) Col. 1+2

(Signature, name and designation of the authorised signatory)

SCHEDULE - 4  
Consultancy for  
Preparation of Techno-Financial Feasibility report  
& Bid Process Management  
for Construction of Integrated Check Posts under  
PPP mode in Arunachal Pradesh

**FORM OF AGREEMENT**

## **AGREEMENT**

THIS AGREEMENT SIGNED THIS \_\_\_\_ day of \_\_\_\_\_ between the Government of Arunachal Pradesh represented by the **Secretary, Planning, Government of Arunachal Pradesh** (hereinafter called the **AUTHORITY**) and \_\_\_\_\_ represented by \_\_\_\_\_ having their Registered Office at \_\_\_\_\_ (hereinafter called the **CONSULTANT**).

WHEREAS as mutually agreed, the **AUTHORITY** has accepted the offer made by the **CONSULTANT** and decided to engage them for the **consultancy work of preparation of Techno-Financial Feasibility Report and Bid Process Management and Project Supervision for the following PPP projects in Arunachal Pradesh:**

1. Integrated Check Post at Banderdewa in Arunachal Pradesh
2. Integrated Check Post at Hollongi in Arunachal Pradesh.

AND WHEREAS the **AUTHORITY** has awarded the work order vide their letter No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_

AND WHEREAS the **CONSULTANT** has also given their acceptance for undertaking the said consultancy work for a Consultancy Fees of \_\_\_\_\_ as detailed under Clause No. 3 of this Agreement.

NOW, THEREFORE, both the parties, namely, the **AUTHORITY** and the **CONSULTANT** hereby agree to the following: -

### **1. SCOPE OF WORK**

- 1.1 As mentioned in the Clause 3 of the RFP document.
- 1.2 The consultancy services shall include site and location analysis, market analysis, financial viability, detailed planning and designing of layout, preparation of preliminary BOQ, bid process management including preparation of RFQ/RFP and Concession Agreement and supervision during project execution.

### **2. DETAILED SCHEDULE OF CONSULTANCY SERVICES**

- 2.1 As per the Clause 4 of the RFP document.
- 2.2 Visit the site of work as and when necessary to clarify any decision or interpretation of drawings and specifications that may be required.
- 2.3. The consultancy services/charges should be inclusive of all kind of survey, soil testing, proof checking of designs, preparation of 3D simulation, miniature models and revisions in the final drawings if any.

### **3 DELIVERABLES, TIME SCHEDULE AND TERMS OF PAYMENT**

- 3.1 As per the Clause 4 of the RFP document.

### **4. OBLIGATION OF THE AUTHORITY:**

- 4.1 To ensure expeditious completion of the consultancy job assigned under this agreement by the **AUTHORITY** to the **CONSULTANT**, it is incumbent on the

AUTHORITY to accord its expeditious approvals to the documents and issues referred to it by the CONSULTANT from time to time. The AUTHORITY shall communicate its approval to the drawings; documents or any other issues, which have been referred by the CONSULTANT to it within a time frame, indicated by the CONSULTANT.

4.2 Furnish schedule of rates, codes of practice and other documents, which are to be followed by the CONSULTANT.

4.3 Take note of observations made by the CONSULTANT representatives on their inspections and ensure the correction of deficiency, if any on the work pointed out by them.

4.4 Provide copies of the monthly progress reports to the CONSULTANT so that they are informed of the progress of work at site.

## **5. GENERAL**

5.1 The AUTHORITY or their representative's engineers will have access to the details of the calculations and the structural designs for the purpose of scrutiny for satisfying themselves as to the correctness and stability of the structure. In case any difference of opinion in regard to economy and stability of the structure between the CONSULTANT and AUTHORITY's engineers cannot be mutually resolved, the matter will be referred to a mutually agreed expert for final opinion.

5.2 The CONSULTANT shall submit to the AUTHORITY TWO sets of Reports at preliminary stage and FIVE sets of all drawings and specifications and other particulars at FINAL stages.

5.3 Revision, if any, on drawings and documents after the approval by the AUTHORITY shall be done by the CONSULTANT only on specific request.

5.4 The CONSULTANT shall collect all the required data/drawings from the competent authorities. The AUTHORITY will act as facilitator.

5.5 If consultancy services are to be discontinued at any stage for any reason whatsoever, the payment up to the stage for which the work is taken up and in progress shall be payable to the CONSULTANT by the AUTHORITY.

5.6 The ownership or proprietary rights of all the data, reports etc. developed by CONSULTANT shall rest with the AUTHORITY.

5.7 On completion of the work, the CONSULTANT will prepare and submit two sets of final drawings (as built) of the building and services and submit to the AUTHORITY.

5.8 The CONSULTANT shall keep all the documents and reports relating to the agreement confidential and maintain secrecy, not to be published. The CONSULTANT shall not use or reproduce the data or report without prior permission of the AUTHORITY.

## **6. SUBSTITUTION OF KEY PERSONNEL**

6.1. The AUTHORITY will not normally consider any request of the CONSULTANT for substitution of Key Personnel as the ranking of the CONSULTANT is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the AUTHORITY.

6.2. The AUTHORITY expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to ill health.

## **7. INDEMNITY**

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding **10%** of the each stage payment for any direct loss or damage that is caused due to any deficiency in services.

## **8. FORCE MAJEURE:**

8.1 The covenants hereof are subject to force majeure i.e. causes beyond the control of either party. The CONSULTANT shall be given necessary extension of time to cover the delay as caused by Force Majeure with or without any financial implications subject to mutual agreement between the parties hereto.

8.2 The consultant shall give notice within 5 days of the event of Force Majeure to the Authority.

## **9. ARBITRATION**

9.1 All disputes or differences between the parties arising out of or in connection with these Terms of reference/Agreement shall be settled through mutual negotiation.

9.2 In the event of disputes between the parties not being settled through mutual negotiation within 90 days of such dispute, the CONSULTANT shall make an application to the AUTHORITY requesting for the appointment of arbitrator. Nevertheless, the Arbitrator/s shall be appointed, with the consensus of both the CONSULTANT as well as the AUTHORITY. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation

Act, 1996 and the decision of the arbitrator thereon shall be final and binding on the parties. The venue of the Arbitration shall be at Itanagar.

## **10. MODIFICATIONS**

Any modifications to the terms of reference and the terms and conditions in the Agreement shall be subject to mutual consent of the parties. The Court of Guahati High Court (Itanagar Permanent Bench) shall have the exclusive jurisdiction to entertain and adjudicate any dispute relating to this agreement.

**11. LANGUAGE:**

English shall be the governing language for the purpose of operation of this agreement.

**12. INTELLECTUAL PROPERTY:**

The ownership right rests with the AUTHORITY and the CONSULTANT could use it only with the prior approval of the AUTHORITY.

**13. COMPLETION OF SERVICES**

All the study outputs including primary data shall be compiled, classified and submitted by the CONSULTANT to the AUTHORITY in soft form apart from the Deliverables indicated in Clause 3.1. The study outputs shall remain the property of the AUTHORITY and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy services shall stand completed on acceptance of all the required deliverables of the CONSULTANT by the AUTHORITY and a communication by the AUTHORITY to that effect.

**12. TERMINATION OF AGREEMENT**

12.1 The Agreement can be terminated by the AUTHORITY, if the CONSULTANT fails to fulfil the terms and conditions of the contract in normal course and in the event of such termination due to default of the CONSULTANT, the AUTHORITY will not be responsible for any financial loss to the CONSULTANT or will not be bound or subject to any legal proceedings that may be initiated by the CONSULTANT.

12.2 However, if the agreement is terminated at the instance of the AUTHORITY unilaterally, for reasons beyond the control of the CONSULTANT, the AUTHORITY shall indemnify the CONSULTANT for the consequential losses suffered by the CONSULTANT. The CONSULTANT has accepted the TERMS AND CONDITIONS OF THE SAID WORK AND AGREED to execute the Consultancy work of \_\_\_\_\_.

**In witness whereof, the parties hereto have executed these presents on the day, month and year first above written.**

**FOR AND ON BEHALF OF THE  
GOVT. OF ARUNACHAL PRADESH,  
THE SECRETARY, PLANNING,  
GOVT. OF ARUNACHAL PRADESH,  
ITANAGAR**

**FOR AND ON BEHALF OF**

**Signature :**

**Signature :**

**Name :**

**Name :**

**Designation:**

**Designation :**

**Date :**

**Date :**

**Witness**

**Witness**

**Signature :**

**Signature :**

**Name :**

**Name :**

**Designation:**

**Designation :**

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# **ANNEXURE-I**

## **PROJECT BRIEF**

### **Project Background:**

The Government of Arunachal Pradesh has decided to take up the two most strategically important interstate check posts viz Banderdewa and Hollongi check posts under PPP mode. The proposed Integrated Check posts system are to increase efficiency, reducing delay in interstate transport, effective monitoring of interstate and stopping pilferages and tax evasion in the interstate transaction of goods. This would also help removing hardship faced by transporters at check posts and increase in revenue collection more than two folds. The integrated system and the system design covered following activities of the check posts:

- checking of weight of each vehicle and charging for excess laden weight
- recording of charges for offences like over dimensioned vehicles, etc.
- checking the status of national permits, fitness certificate, non use certificates, wanted vehicles , road permit, etc by retrieving vehicle status data from the central data base
- issuing penalty collection, receipt and accounting of cash collection on account of various penalties; and
- Recording entry and exit of each vehicle using CC TV cameras.

### **MODE OF DEVELOPMENT:**

Government alone cannot fund the whole project. The Public Private Partnership (PPP) will help government fill the infrastructure gap. Moreover, continuous care is required in operation and maintenance of the projects. Private sector participation will also help bring technical and managerial expertise, improve operating efficiency, enable large scale injection of capital, increase efficiency in using the capital, rationalize cost base tariffs for services, improve responsiveness to consumer needs and satisfaction. Therefore, it has been decided to develop the project under Public Private Partnership structure under Design-Built-Operate-Transfer (DBOT) methodology that would give the Government the best advantage from its property. The land will be made available to the selected private developer/investor on licence fee basis for 20 years. This may be renewed after 20 years subject to the approval of the Government.



## **APPROACH METHODOLOGY:**

1. Preparation of Concept paper and approval of the State Government.
2. Appointment of Consultant.
  - a. Inviting Expression of Interest.
  - b. Preparation of Scope of Work/Terms of Reference (TOR).
  - c. Selection of Consultancy based on their experience in technical financial and legal area, quality of personnel, experience in the similar projects. (Technical bid and Financial bid)
  - d. Signing of Consultancy Agreement.
3. Preparation of draft Detailed Project Report/Feasibility Report.
4. Final DPR/Feasibility Report and draft RFP documents.
5. In-principle approval by PPP Appraisal Committee of Planning Commission/Empowered Committee of Planning Commission, Govt. of India.
6. Inviting Expression of Interest and RFP from the developers/investors.
7. Selection of developer/investor through transparent evaluation criteria (Technical and Financial bid system).
8. Final approval by Empowered Committee on PPP Infrastructure and High Level Clearance Authority (HLCA), Government of Arunachal Pradesh.
9. Signing of Concession Agreement.
10. Project Implementation.

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